

Exhibit A

Certification

<p>UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY</p> <p>Caption in Compliance with D.N.J. LBR 9004-1(b)</p> <p>WOLLMUTH MAHER & DEUTSCH LLP Paul R. DeFilippo, Esq. 500 Fifth Avenue New York, New York 10110 Telephone: (212) 382-3300 Facsimile: (212) 382-0050 pdefilippo@wmd-law.com</p> <p>JONES DAY Gregory M. Gordon, Esq. Brad B. Erens, Esq. Dan B. Prieto, Esq. Amanda Rush, Esq. 2727 N. Harwood Street Dallas, Texas 75201 Telephone: (214) 220-3939 Facsimile: (214) 969-5100 gmgordon@jonesday.com bberens@jonesday.com dbprieto@jonesday.com asrush@jonesday.com (Admitted pro hac vice)</p> <p><i>Attorneys for Debtor</i></p>	<p>WEIL, GOTSHAL & MANGES LLP Diane Sullivan, Esq. Ronit Berkovich, Esq. Theodore Tsekerides, Esq. Matthew P. Goren, Esq. 767 Fifth Avenue New York, NY 10153 Telephone: (212) 310-8000 Facsimile: (212) 310-8007 Email: Diane.Sullivan@weil.com Ronit.Berkovich@weil.com Theodore.Tsekerides@weil.com Matthew.Goren@weil.com</p> <p><i>Special Counsel for Debtor</i></p>
<p>In re</p> <p>LTL MANAGEMENT LLC,¹</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>Case No.: 23-12825</p> <p>Judge: Michael B. Kaplan</p>

CERTIFICATION OF RONIT J. BERKOVICH

I, Ronit J. Berkovich, certifies pursuant to 28 U.S.C. § 1746, as follows:

1. I am a Partner of the firm, Weil, Gotshal & Manges LLP (“**Weil**”), special counsel to the Debtor in the above-captioned chapter 11 case. I submit this certification in

¹ The last four digits of the Debtor’s taxpayer identification number are 6622. The Debtor’s address is 501 George Street, New Brunswick, New Jersey 08933.

connection with Weil's application, dated September 8, 2023 (the "**Final Application**"),² for final allowance of compensation for professional services rendered and reimbursement of expenses for the period commencing April 4, 2023 through and including August 11, 2023 (the "**Final Compensation Period**").

2. In accordance with 18 U.S.C. § 155 and the Local Rules, neither I nor any attorney of my firm has entered into any agreement, written or oral, express or implied, with the Debtor, any creditor, or any other party in interest, or any attorney of such person, for the purpose of fixing the amount of any of the fees or other compensation to be allowed out of or paid from the assets of the Debtor.

3. In accordance with section 504 of the Bankruptcy Code, no agreement or understanding exists between me, my firm or any attorney thereof, on the one hand, and any other person, on the other hand, for the division of such compensation as my firm may receive from the Court herein, nor will any division of fees prohibited by section 504 of the Bankruptcy Code be made by me, or any attorney of my firm.

4. I have reviewed the Final Application and hereby certify to the best of my knowledge and belief that this Final Application complies with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Revised UST Guidelines, and the Interim Compensation Order.

5. Weil discussed its rates, fees, and staffing plan with the Debtor. Further, Weil prepared the budget and staffing plan contained in **Exhibit C** and **Exhibit D** to the Final Application.

² Capitalized terms used but not otherwise defined herein have the meaning ascribed to such terms in the Final Application.

6. Consistent with the Revised UST Guidelines, Weil responds to the following questions:

Question 1: Did Weil agree to any variations from, or alternatives to, Weil's standard or customary billing rates, fees or terms for services pertaining to this engagement that were provided during the Final Compensation Period? If so, please explain.

Answer: As set forth in the Supplemental Certification, Weil and J&J agreed to a new billing arrangement for the period of January 1, 2023 through December 31, 2023, with the following billable rates depending on the number of years of practice: senior partners (20+ years) \$1,550; partners (15-19 years) \$1,300; junior partners (<15 years) \$1,225; senior counsel (15+ years) \$1,175; junior counsel (<15 years) \$1,150; associates (7+ years) \$1,080, (6 years) \$1,040, (5 years) \$1,010, (4 years) \$970, (3 years) \$890, (2 years) \$760, (1 year) \$605; paralegal \$395; litigation support \$370. This structure is a discount off Weil's standard hourly 2023 rates (which went into effect on January 1, 2023): partners and counsel \$1,375.00 to \$2,095.00, associates \$750.00 to \$1,350.00, and paraprofessionals \$295.00 to \$530.00. Supp. Cert. ¶ 6.

Question 2: If the fees sought in the Final Application as compared to the fees budgeted for the time period covered by the Final Application are higher by 10% or more, did Weil discuss the reasons for the variation with the client?

Answer: N/A. The total fees sought in the Application are less than the budgeted fees.

Question 3: Have any of the professionals included in the Final Application varied their hourly rate based on geographic location of the bankruptcy case?

Answer: No.

Question 4: Does the Final Application include time or fees related to reviewing or revising time records or preparing, reviewing or revising invoices? If so, please quantify by hours and fees.

Answer: The total time expended for such matters during the Compensation Period is included within Task Code L602.

Question 5: Does the Final Application include time or fees for reviewing time records to redact any privileged or other confidential information? If so, please quantify hours and fees.

Answer: The total time expended for such matters during the Compensation Period is included within Task Code L602.

Question 6: Does the Final Application include any rate increases since Weil's retention in this case? If so, did the client review and approve those rate increases in advance? Did the client agree when retaining the law firm to accept all future rate increases?

Answer: **No.**

Dated: September 8, 2023
New York, New York

/s/ Ronit J. Berkovich
Ronit J. Berkovich